

RESOLUTION NO. ~~2014-082~~

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING A GRANT AWARD FROM THE CHILDREN'S TRUST IN THE AMOUNT OF \$1,012,637.00 FOR AFTERCARE AND LITERACY PROGRAMS FOR ONE-YEAR COMMENCING ON AUGUST 1, 2014 THROUGH JULY 31, 2015, AND AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO NEGOTIATE AND ENTER INTO A GRANT AGREEMENT, IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" AND EXECUTE ANY AND ALL DOCUMENTS IN FURTHERANCE THEREOF.

WHEREAS, in 2002, Miami-Dade County voters approved a dedicated revenue source to fund programs for children through the mechanism of The Children's Trust; and

WHEREAS, The Children's Trust encourages creative approaches, through public-private partnerships, to improve services and access to children and families; and

WHEREAS, in 2011, the City of Hialeah was awarded a grant to provides after-school/ camp programs through The Children's Trust and entered into a one-year grant agreement in furtherance thereof; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 12-94 (Aug. 20, 2012), the City of Hialeah accepted a grant award from The Children's Trust and entered into a one-year grant agreement in furtherance thereof; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 13-39 (Apr. 29, 2013), the City of Hialeah accepted a grant award from The Children's Trust and entered into a one-year grant agreement in furtherance thereof; and

WHEREAS, the City of Hialeah finds it in the best interest of the health, safety and welfare of the community to accept the grant award to benefit its children and residents and enter into a new grant agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts a grant award from the Miami-Dade County Children's Trust in the amount of \$1,012,637.00 for afterschool and

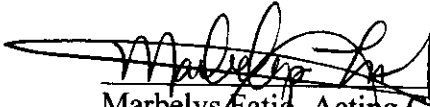
literacy programs for one-year commencing on August 1, 2014 and ending on July 31, 2015 and further authorizes the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to negotiate and enter into a grant agreement, in substantial form as attached hereto and made a part hereof as Exhibit "1" and execute any and all documents in furtherance thereof.

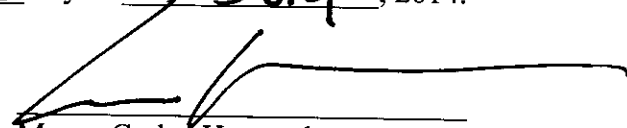
PASSED AND ADOPTED this 24 day of June, 2014.


Isis Garcia-Martinez
Council President

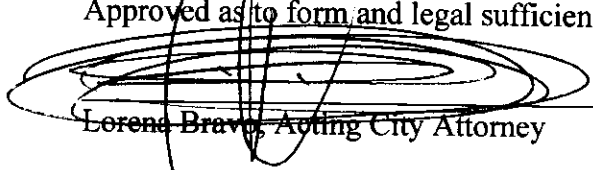
Attest:

Approved on this 02 day of July, 2014.


Marbelys Fatjo, Acting City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena Bravo, Acting City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

**FY 2014-2015
CONTRACT NO. xxxx-xxxx
BETWEEN THE CHILDREN'S TRUST
AND City of Hialeah
FOR OUT OF SCHOOL (OOS)**

THIS CONTRACT is between **The Children's Trust** whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **City of Hialeah** hereafter "Provider" whose address is 7400 West 24th Avenue, Hialeah, Florida 33016

In consideration of the mutual covenants herein, The Children's Trust and Provider (sometimes hereafter referred to as "**Parties**") agree as follows:

A. EFFECTIVE TERM

The effective term of this Contract shall be from August 1, 2014 through July 31, 2015, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance, and compliance by Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

C. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.



D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed **\$1,012,637**, with a required match of **\$0**. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Other Fiscal Requirements, Budget and Method of Payment outlined in Attachment B to this Contract.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

2. No Supplanting of Existing Public Funds

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in this Contract (see Section K. Insurance).

Capital equipment purchased with Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust unless it is fully depreciated. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider. Provider can purchase the equipment at the depreciated cost with the approval of The Children's Trust. If capital equipment is not purchased by Provider prior to the equipment being fully depreciated, Provider must return such capital equipment to The Children's Trust before submission of the final invoice.

In the event that property of The Children's Trust is either damaged, lost, or stolen, while in Provider's possession, Provider is to perform all of the following: a) within 5 business days provide written notification to The Children's Trust contract manager that the capital equipment has been either damaged, lost or stolen; b) provide a police report for lost or stolen items; or provide a written statement as to how the capital equipment was damaged; and c) reimburse The Children's Trust for the value, as determined by The Children's Trust.

4. Assignments and Subcontracts

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 90 days of Provider's execution date. All subcontractors must agree to be monitored by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program, and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

Provider and any Subcontractor must be currently qualified to do business in the State of Florida at the time that a subcontractor agreement is entered into and services are rendered.

5. Religious Purposes

Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

6. Lobbying

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

7. Adverse Action or Proceeding

Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust, its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

8. Compliance

Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns to retain tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the contract.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline.

F. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

2. All Other Providers

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or sub contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly, to the extent permitted by Chapter 119, Florida Statutes, Provider

retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

As applicable for The Children's Trust under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by Provider shall have occurred under this Contract if Provider through action or omission causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract.
- b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- c. Fails to correct an imminent safety concern or take acceptable corrective action;
- d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
- e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
- f. Does not meet or satisfy the conditions of award required by this Contract;
- g. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports; included, but not limited to budgets, invoices, and amendments in Services & Activities Management System (SAMIS).
- h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
- i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
- j. Fails to comply with child abuse and incident reporting requirements;
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
- m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;
- n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;
- o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.
- p. Fails to submit an Annual Financial Statement Audit Package and Program Specific Audit, as applicable, in accordance with Section O and Attachment D of this contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

2. Remedies

If Provider fails to cure any breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.

d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.

e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. TERMINATION BY EITHER PARTY

The parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

K. INSURANCE REQUIREMENTS

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable: 1) Certificates of Insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Or, 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with Section K, shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this contract until all required Certificates of Insurance, or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

Provider will carry insurance policies in the amounts and with the requirements indicated below:

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.

2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financial statements to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily Injury;
- b. Property Damage;
- c. No exclusions for Abuse, Molestation or Corporal Punishment;
- d. No endorsement for premises only operations.

3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

7. Proof of Property Coverage is required when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

Certificate Holder

Certificate holder must read:

The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

In the event of any change in Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new Certificate of Insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

L. PROOF OF TAX STATUS

Provider is required to keep on file the following documentation for review by The Children's Trust:

- The Internal Revenue Service (I.R.S.) tax status determination letter, if applicable;
- The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law;
- If required by applicable law to be filed by Provider, IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if applicable, state and federal unemployment tax filings and if the 941 and unemployment tax filings reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

M. NOTICES

Written notices pursuant to this Contract shall be sent to the addresses for each Party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its President/CEO. It is each Party's responsibility to advise the other Party in writing of any changes in responsible personnel for accepting Notices under this Contract; mailing address, and/or telephone number.

N. AUTONOMY

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

O. RECORDS, REPORTS, AUDITS AND MONITORING

The provisions of this section shall survive the expiration or termination of this Contract, consistent with Florida laws.

1. Accounting records

Provider shall keep accounting records which conform to generally accepted accounting principles (GAAP). All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

2. Financial audit

Within 180 days of the close of its fiscal year, Provider agrees to electronically submit the following documents to The Children's Trust, which together comprise an Annual Financial Statement Audit Package; they are: (a). an annual financial statement audit, performed by an independent certified public accounting firm that is registered to do business with the Florida Department of Business and Professional Regulation; (b). an audit report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards (GAS Report)*; (c). a management letter; if no management letter is prepared by the independent certified public accounting firm, then Provider must confirm in writing to The Children's Trust that no such management letter was submitted to Provider; (d). a Single Audit conducted under OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97, if applicable; (e). Auditors communication with those charged with governance (SAS 114 Report), if no SAS 114 Report is prepared by the the independent certified public accounting firm, then Provider must confirm in writing to The Children's Trust that no such report was submitted to Provider.

If a Provider's financial statement audit is prepared by the Florida Auditor General, then the due date for submitting an Annual Financial Statement Audit Package, as defined, is 270 days after the close of a Provider's fiscal year.

The annual financial statement audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

Electronic filing of the Annual Financial Statement Audit Package, as defined, must be sent to the following e-mail address: audits@thechildrenstrust.org.

Providers that are required to have a Single Audit agree to submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan. In the event that the independent auditor does not disclose audit findings, Provider shall submit written notification to The Children's Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed

no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Children's Trust provided.

3. Program specific audit

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of \$100,000 or more from The Children's Trust from this or any other Children's Trust contract(s), related to the fiscal year under audit, must electronically submit a Program Specific Audit related to The Children's Trust contract(s), in addition to the Annual Financial Statement Audit Package. The Program Specific Audit shall be performed by an independent certified public accounting firm that is registered to conduct business with the Florida Department of Business and Professional Regulation, can perform audits under Government Auditing Standards i.e. "Yellow Book", and is either a member of the AICPA or FICPA Peer Review Program to include engagement reviews. This Program Specific Audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A provider that does not meet the Program Specific Audit threshold requirement will be exempt from the Program Specific Audit requirement in the fiscal year that the audit threshold is not met.

Electronic filing of the Program Specific Audit must be sent to the following e-mail address: audits@thechildrenstrust.org

4. Audit Extensions

Audit extensions may be granted in writing by The Children's Trust upon receipt in writing of such request with appropriate justification by Provider. A copy of the engagement letter, along with the audit completion date and any concerns from the independent certified public accounting firm in relation to the audit, must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

The Annual Financial Statement Audit Package and other financial information will be used in the evaluation of Provider's performance and Provider's overall fiscal health.

In the event that either the Annual Financial Statement Audit Package or the Program Specific Audit is not received in a timely manner and in accordance with the previously stated due dates, and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until said documents are received and determined to be acceptable by The Children's Trust.

5. Access to records

Provider shall provide access to all records including subcontractor(s) which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Children's Trust to insure compliance with applicable accounting, financial, and programmatic standards. This would include access by The Children's Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing at The Children's Trust's expense.

6. Monitoring

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews, and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary in The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

7. Client Records

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the last four digits of social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (individual identifying information will not be disclosed); (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each participant. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

8. Internal Documentation/Records Retention

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A and as required by this Contract; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

9. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

10. Data Security Obligation

Provider shall maintain an appropriate level of data security for the personally identifiable information (PII) Provider is collecting or using in the performance of this Contract. PII is information that can uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify individuals. Provider shall maintain and adhere to a written Data Security Policy that addresses requirements regarding the protection of PII from unauthorized access and protection against data breaches and ensures Provider is in compliance with applicable federal and state standards with respect to transmission, receipt and storage of PII on Provider's computing network and as paper records. This policy shall address the topics of computer passwords, screensavers that lock computers, securing physical facilities, storing data, data use, data confidentiality agreements, and staff training related to the policy. Additionally, Provider is responsible for approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider.

11. Withholding of payment

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance of the contractual terms as solely determined by The Children's Trust.

P. MODIFICATIONS

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

Q. GOVERNING LAW & VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

R. BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening prior to commencing work pursuant to this Contract.

For purposes of this section, the term "direct service provider" means a person 18 years of age or older, including a volunteer, who provides services to children, youth and their families. The term does not include volunteers who assist on an intermittent basis for less than 20 hours per month.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

If background screenings are completed with VECHS, then Provider shall complete Attachment E: "Affidavit for Level 2 Background Screenings" each for contract term. The Affidavit will cover employees,

volunteers, and subcontractors performing services under this contract who are required to complete a Level 2 background screening as defined in this section. Provider shall keep Attachment E: "Affidavit for Level 2 Background Screenings" in Provider's personnel, volunteers, and sub-contractors files. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Provider understands that The Children's Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children's Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by Provider.

T. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

2. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

3. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to http://www.miamidadeethics.com/Publications/code_of_ethics2010.pdf for the Code of Ethics Ordinance).

4. Compliance with Sarbanes-Oxley Act of 2002

Provider shall comply with the following applicable provisions of the Sarbanes-Oxley Act of 2002, including:

- Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

5. Licensing

Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

6. Incident Reporting

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, injury of a participant, missing child or abandoned child, loss of property use for the program, or destruction of property used in the program.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.

Provider shall notify the contract manager of any incident as defined within three (3) days after Provider is informed of such incident. Provider shall provide written notification of the incident together with a copy of the incident report. The report must contain the following:

- (1) Name of reporter (person giving the notice)
- (2) Name and address of victim and guardian
- (3) Phone number where the reporter can be contacted
- (4) Date, time, and location of incident
- (5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) days of any legal action related to the incident.

7. Sexual Harassment

Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee,

volunteer or anyone arising out of the performance of this Contract and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

B. Proof of Policies

Provider and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

U. CONSENT

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from www.thechildrenstrust.org. The signed consent form for photography will be maintained at the program site, with a copy filed in the participant's record. The consent shall be part of the participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

W. PUBLICITY

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

X. PUBLICATIONS

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such

publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:

City of Hialeah, Creative Learning & Play OOS Program is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

City of Hialeah, Creative Learning & Play OOS Program está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

City of Hialeah, Creative Learning & Play OOS Program finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouvenman amerikin vote an referandom pou ke' li investi byen nan pwogram kap ameliore la Vi Ti Moun ak fanmi yo nan Myami Dade.

Note: In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

Y. HEADINGS, USE OF SINGULAR AND GENDER

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

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Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services

Attachment B: Other Fiscal Requirements, Budget, and Method of Payment

Attachment C: Programmatic Data and Reporting Requirements

Attachment D: Program Specific Audit Requirements

Attachment E: Affidavit for Level 2 Background Screenings, if applicable

Attachment F: Performance Improvement Plan, if applicable

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

City of Hialeah
MIAMI DADE COUNTY FLORIDA

THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA

By: _____
(Signature of Authorized Representative)

By: _____
(Signature)

Charles M. Auslander

(Type/Print Title)

President and CEO

Date: _____

Date: _____

Provider Federal ID #59-6000335

Approved as to form and legal sufficiency

County Attorney

Date: _____

This contract is not valid until signed by both parties.

ATTACHMENT A:

Scope of Services

Attachment A *
OUT OF SCHOOL

1. DESCRIPTION OF SERVICES:

The City of Hialeah Creative Learning & Play Program (CL&P) provides after-school programs to 438 children ages 5 to 14 years including 51 children with disabilities, and summer camp programs to 265 children ages 6 to 12 years including 40 children with disabilities, primarily residing in Hialeah. CL&P offers enriching activities including literacy, physical fitness, social skills development, homework help, visual and performing arts, nutrition education and healthy snacks. Summer camps include educational and cultural field trips; two are low-cost, science-themed camps.

Program Timeframes: Year-Round program/both After-School and Summer Camp

2. TARGET POPULATION / PARTICIPANTS:

| After-school child slots refer to the total number slots, including general population & children with disabilities | # of Unduplicated Child Participants |
|--|---|
| <i>After-School Child Slots</i> | 438 |
| <i>After-School Children With Disabilities Slots</i> | 51 |
| <i>Summer Child Slots</i> | 265 |
| <i>Summer Children With Disabilities Slots</i> | 40 |
| a. Participants By Age: Total estimated number of participants to be served by age group | |
| After-School Children | |
| After School Children | |
| <i>Children Age 5 (enrolled in Elementary School)</i> | 35 |
| <i>Children Age 6-12 (enrolled in Elementary & Middle School)</i> | 398 |
| <i>Children Age 13+ (enrolled in Middle School)</i> | 5 |
| Summer Camp Children | |
| <i>Children Age 5 (enrolled in Elementary School)</i> | 0 |
| <i>Children Age 6-12 (enrolled in Elementary & Middle School)</i> | 265 |
| <i>Children Age 13+ (enrolled in Middle School)</i> | 0 |

b. Description of participants to be served:

The City of Hialeah will provide after-school and summer programs to boys and girls ages 5-14 in grades K-8. The City's Creative Learning and Play (CL&P) Program includes both children with and without disabilities (CWD). The Program will serve 438 participants in the after-school program, 51 of which are CWD (11% estimated) and 265 participants in summer camp, 40 of which are CWD (15% estimated). The CL&P program provides after-school assistance and educational and enriching summer camps for residents and non-residents of the City of Hialeah; however, the large majority are residents of Hialeah.

Many of the children served come from homes with multiple risk-factors, including but not limited to low-income, high drop-out rates, "linguistically isolated" households, and single-parent households.

3. SERVICE LOCATIONS

Provider will deliver services in accordance with the Program/Service Operating Site Table included in Appendix 1.

4. PERFORMANCE MEASURES

a. Quantity - "How much will we do?"

| Activities - School Year | | | | |
|--------------------------|--|---|---------------------|---|
| Activity Type | After-school Service Name & Description | Facilitators | Site/Group Variance | Frequency/Intensity/Duration/Time |
| Literacy | Literacy Activities: Evidence-based After-school KidzLit Curriculum activities build comprehension, thinking, and writing skills. Through read-aloud, writing, picture-talks, drama, brainstorming, puppetry, & music, children connect the story to their lives. SAFMEDS (Precision Teaching Strategy) will supplement literacy to improve oral fluency. <i>America Reads</i> and/or Teacher-created project-based literacy activities will also be used. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | Certified Teachers assisted by CL&P staff | | Elementary: 5 days/wk for 30 mins per day for 36 weeks Middle School: 4 days/wk for 30 mins per day for 36 weeks |
| Fitness | Fitness Activities: Creative and fun fitness activities are offered from the evidence-based SPARK curriculum. Indoor and outdoor recreational games emphasize strength building and endurance skills/drills (Color Tag, Heart Alert, & Run USA) and teach responsibility, teamwork, and leadership. Children will participate in fun outdoor activities such as (capture the flag, kickball, red zone, and playground). | CL&P staff | | Elementary: 5 days/wk for 30 mins per day for 36 weeks Middle School: 4 days/wk for 30 mins per day for 36 weeks |

| | | | | |
|---------------|--|---|--|--|
| | Accommodations for CWD: Programs will be modified to meet the individual needs of the child as needed. | | | |
| Social Skills | <p>Social Skills: Activities from evidence-based curricula PeaceWorks (K-8th) teach children how to resolve conflicts & problem solve through alternative solutions, role-plays, and group discussions. Additional social skills curriculum Equip for Educators (5th-8th), I Can Problem Solve (K-5th) activities may be used also.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff; Behavior Consultant for CWD as needed | | 1 day/wk for 30 mins for 36 weeks |
| Enrichment | <p>Zumba: Zumbatonic classes are high-energy fitness classes filled with specially choreographed routines and the latest music, such as hip-hop, reggaeton and cumbia, Zumbatonic also, increase focus and self-confidence, boost metabolism and improve coordination.</p> | Zumba Instructor(s) assisted by CL&P staff | | 1 day/wk for 1 hour for 5 weeks |
| Enrichment | <p>Community Service: Outreach activities to benefit groups such as homeless children through Stand up For Kids, The American Cancer Society, the City's Canned Food Drive. The projects are designed to reinforce the concept of giving, helping & thanking others.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | | 4 activities 1-2 hours each community service activity |
| Enrichment | Visual Arts & Music: Arts for Learning will provide a visual arts-based enrichment program | Arts for Learning Instructor(s) assisted by | Average of 2 groups per site. Larger sites may | 1 day/wk for 1 hour for 14-16 weeks. |

| | | | | |
|------------|--|--------------------------------|---|--|
| | <p>which is designed to improve literacy outcome in participants. Programming will focus on developing creative and critical thinking skills. It includes customized design, implementation, and assessment. We plan (Year 4) a visual arts-themed enhancement with Arts for Learning. The unit selected will be a research and art-based program which develops key literacy skills in students. Activities are offered to all children.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | have 3 groups due to number of participants. | |
| Enrichment | <p>Supplemental Academic Activities: Staff-led additional literacy activity, project-based math activities or additional homework time and FCAT preparation reading strategies.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | FCAT prep as needed up to 3 days per week 45 mins | 30 mins-1 hour 3-5 days per week for 36 weeks |
| Enrichment | <p>Arts Activities: Staff-led enrichment art activities (visual arts, music, performing arts, dance, etc).</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | | 30 mins-1 hour 3-5 days per week for 36 weeks |
| Enrichment | <p>Team-based Activities: Team sports such as (flag football, soccer, basketball and cheerleading with Parks & Recreation Department). Activities offered to all children. However, parents must elect to sign-up their child.</p> <p>Accommodations for</p> | Parks & Recreation Dept. staff | Hoffman has no team sports or cheerleading. | 1-5 days/wk for 30 mins-1 hour for 36 weeks per cohort |

| | | | | |
|------------------------|---|-------------------------------|--|---|
| | CWD: Program will be modified to meet the individual needs of the child. | | | |
| Nutrition | <p>Snacks/Meals: The Village Youth will provide healthy snacks and meals daily during the after-school program; they select and approve the healthy snack and meal menus with USDA standards.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | <p>Meals will only be provided to Slade, Wilde & Babcock</p> <p>Snacks: 5 times per week for 10 mins each session for 36 weeks provided to Slade, Wilde & Babcock.</p> | <p>Snacks: 5 times per week for 15 mins each session for 36 weeks</p> <p>Meals (supper): 5 times per week for 20 mins each session for 36 weeks</p> |
| Supervised Free Choice | <p>Supervised Free-Choice Activities: Reading, arts & crafts, quiet games, low organized games, karaoke, dance, activity area of choice, or similar.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | | 1-2 times/wk for 30 min-1 hr per day for 36 weeks |
| Family Involvement | <p>Parent Orientation: (not counted in required family involvement frequency). Parents will receive an orientation to the CL&P after-school program in September.</p> | CL&P staff | | 1 day/year for 2 hours |
| Family Involvement | <p>Harmony Run Event: Parents, children, staff, & families will share their views on harmony & peace. Participants will jog & pass the Harmony Torch to each other. Children's artwork and messages will be displayed.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | | 1 day/year for 2 hours |
| Family Involvement | <p>Parent Workshops: A workshop will be held</p> | Master Teacher for Inclusion, | | 1-2 days/year for 1.5 to 2 hours |

| | | | | |
|---------------------|---|---|--|--|
| | targeting CL&P families on parenting skills, personal growth, CWD, or homework help. | The MDCPS Parent Academy, FDLRS, Parent to Parent, Behavior Links and/or other community partners | | |
| Family Involvement | Lights on After-school Event: Increasing awareness & support for afterschool programs in Hialeah. Each site will have their own event promoting literacy and participants will complete a craft project with their parent. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | CL&P staff | | 1 day/year for 2 hours |
| Family Involvement | Father/Male-Role Model Pick up Day: In order to highlight important figures in children's lives, we will hold a "Hialeah Father/Male-Role Model Pickup Day". Fathers/male-role models will be asked to pick up their child/children from the CL&P after-school program on a specific day. The participants will make cards or crafts to present to their dads. For those children that do not have their father in their lives, male figures/relatives will be asked to participate. The date of the father/male-role model pick-up will be kept as a surprise for the participants. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | CL&P staff | | 1 day for 1 hour during pick-up time |
| Homework Assistance | Homework Assistance: Assistance will be offered | Certified Teachers | | Elementary: 5 days/wk for 30 mins per day for 36 weeks |

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|--|--|------------------------|--|---|
| | daily Monday through Friday when school is in session, encouraging a positive attitude toward homework. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | assisted by CL&P staff | | Middle School: 4 days/wk for 30 mins per day for 36 weeks |
|--|--|------------------------|--|---|

Activities - Summer

| Activity Type | Summer Service Name & Description | Facilitators | Site/Group Variance | Frequency/Intensity/Duration/Time |
|---------------|--|--|---|--|
| Literacy | Literacy Activities: Evidence-based After-school KidzLit Curriculum activities build comprehension, thinking, and writing skills. Through read-aloud, writing, picture-talks, drama, brainstorming, puppetry, & music, children connect the story to their lives. SAFMEDS (Precision Teaching Strategy) will supplement literacy to improve oral fluency. <i>America Reads</i> and/or Teacher-created project-based literacy activities will also be used. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | Certified Teachers assisted by CL&P staff | Wilde and Milander for 8 weeks | 5 days/wk for 1 hour per day for 10 weeks |
| Fitness | Fitness Activities: Creative and fun fitness activities are offered from the evidence-based SPARK curriculum. Indoor and outdoor recreational games emphasize strength building and endurance skills/drills (Color Tag, Heart Alert, & Run USA) and teach responsibility, teamwork, and leadership. Children will participate in fun outdoor activities such as (capture the flag, kickball, red zone, and playground). Children will | CL&P staff; Lifeguards for swimming & water safety | Wilde and Milander 8 weeks Wilde and Milander for 6 weeks Hoffman has no team sports or cheerleading. | Fitness: 5 days/wk for 1 hour per day for 10 weeks Swimming: 1-2 days for 2-3 hours for 8 weeks |

| | | | | |
|---------------|---|--|--------------------------------|--|
| | take part in the NFL Play 60 Challenge by The American Red Cross, a campaign designed to tackle childhood obesity by getting kids active. Children will have free swimming once a week. Accommodations for CWD: Programs will be modified to meet the individual needs of the child as needed. | | | |
| Social Skills | Activities from evidence-based curricula PeaceWorks (K-8th) teach children how to resolve conflicts & problem solve through alternative solutions, role-plays, and group discussions. Additional social skills curriculum Equip for Educators (5th-8th), I Can Problem Solve (K-5th) activities may be used also. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | CL&P staff; Behavior consultant for CWD if needed. | Wilde and Milander for 8 weeks | 1 day/wk for 1 hour for 10 weeks or 2 days/wk for 30 mins/day for 10 weeks |
| Enrichment | Science Workshops: Wacky Science: Wacky Science will give high-interest interactive science workshops on topics such as or similar to: Investigation of Team Building, the Scientific Method, Physical Principles, Structure of Matter, Newton's Laws of Force, Density and Motion. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | Wacky Science Instructor(s) assisted by CL&P staff | | 1 day/wk for 1 hour for 3 weeks plus 1 assembly show of 90 mins |
| Enrichment | Music Production: Alternative Directions Music Industry Training (ADMIT): will provide interactive music production and recording sessions where children | ADMIT Instructor(s) assisted by CL&P staff | Hoffman and Walker | 1 day for 3 hours |

| | | | | |
|------------|---|--|--|--|
| | <p>learn about music production strategies in creating positive lyrics for an actual soundtrack they will record.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | | | |
| Enrichment | <p>Supplemental Academic Activities: Staff-led additional literacy activities.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | Wilde and Milander for 8 weeks | 30 mins-1 hour for 3-5 days per week for 10 weeks |
| Enrichment | <p>Arts Activities: Staff-led enrichment art activities (visual arts, music, performing arts, dance, etc).</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | CL&P staff | Wilde and Milander for 8 weeks | 30 mins-1 hour for 3-5 days per week for 10 weeks |
| Enrichment | <p>Team-based Activities: Team sports such as (flag football, soccer, basketball and cheerleading with Parks & Recreation Department). Activities offered to all children. However, parents must elect to sign-up their child.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | Parks & Recreation Dept. staff | Hoffman has no team sports or cheerleading. Milander and Wilde for 8 weeks | 1-5 days/wk for 30 mins-1 hour for 10 weeks per cohort |
| Enrichment | <p>Strategic Thinking & Math Program: Mind Lab will provide an inventive program to develop thinking abilities and life skills through strategy games, math and logic activities.</p> <p>Accommodations for CWD: Program will be modified to meet the individual needs of the child.</p> | Mind Lab Instructor(s) assisted by CL&P staff. | Milander, Slade, and Wilde | 1 day/wk for 45 min- 1 hr for 8 weeks. |

| | | | | |
|------------------------|--|--|--------------------------------|---|
| Supervised Free Choice | Supervised Free-Choice Activities: Reading, arts & crafts, quiet games, low organized games, karaoke, dance, activity area of choice, or similar. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | CL&P staff | Wilde and Milander for 8 weeks | 3-5 times/wk for 30 min-1 hr per day for 10 weeks |
| Family Involvement | Parent orientation: (not counted in frequency). Parents will receive an orientation to the CL&P summer program in May. | CL&P staff | | 1 day/year for 2 hours |
| Family Involvement | Parent Workshops: A workshop will be held targeting CL&P families on parenting skills, personal growth, CWD, or homework help. | Master Teacher for Inclusion, the MDCPS, Parent Academy, FDLRS, Parent to Parent, Behavior Links and/or other community partners | | 1-2 days/year for 1.5-2 hours |
| Family Involvement | Summer Learning Day: (not counted in frequency) Celebrating National Summer Learning Day, children display their art work & perform skits for family and friends. Stories will be read to children by community leaders such as or similar to Fire Police Chief. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | CL&P staff; Community leaders | | 1 day/year for 2 hours |
| Family Involvement | Father/Role Model Pick up Day: In order to highlight important figures in children's lives, we will hold a "Hialeah Father/Role Model Pickup Day". Fathers/role models will be asked to pick up their child/children from the CL&P summer program on a specific day. The participants will make cards or crafts to present to their dads. For | CL&P staff | | 1 day for 1 hour during pick-up time |

| | | | | |
|--------------------|--|------------|---|---|
| | those children that do not have their father in their lives, male figures/relatives will be asked to participate. The father/role model pick-up will be kept as a surprise for the participants. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | | | |
| Family Involvement | Summer Showcase Performance: Children display art work & perform skits using drama & dance in-front of family members and friends. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | CL&P staff | | 1 evening/year for 3-4 hours |
| Nutrition | Lunch/Snacks: The Village Youth Program will provide daily lunches and snacks during the summer program; they select and approve the menus under Florida Department of Education rules and contract. Accommodations for CWD: Program will be modified to meet the individual needs of the child. | CL&P staff | Milander and Wilde lunch/snack for 8 weeks. | Lunch: 1 time daily for 1 hour per day for 10 weeks Snacks: 1 time daily for 30 mins-1 hour per day for 10 weeks |

Field Trips: School Year

| Location | Associated Service/Activity | # of Visits |
|----------|-----------------------------|-------------|
| N/A | | |

Field Trips: Summer

| Location | Associated Service/Activity | # of Visits |
|---------------------------------|-----------------------------|---------------------------------|
| Miccosukee Indian Village | Literacy | 1 |
| Museum of Discovery and Science | Literacy | 1 |
| Orlando Town | Literacy | 1 |
| Miami Seaquarium | Literacy | 1 (Only Hoffman, Walker, Slade) |
| Miami Science Museum (Planet) | Literacy | 1 |

| | | |
|-------------------------|---------------|--|
| Sparez Bowling | Fitness | 1 (Only Hoffman, Walker, Slade) |
| T.Y. Park | Fitness | 1 (Only Milander, Slade, Wilde) |
| C.B. Smith | Fitness | 1 |
| Sky Zone | Fitness | 1 |
| Marlins | Social Skills | 1 |
| Zoo Miami | Enrichment | 1 (Only Hoffman and Walker) |
| City Pools for swimming | Fitness | Once per week for 9 weeks – including Youth Appreciation Day- (Only Hoffman, Walker and Slade) |
| City Pools for swimming | Fitness | Once per week for 7 weeks – including Youth Appreciation Day- (Only Milander & Wilde) |
| Carmike Cinemas | Social Skills | Once per week for 8 weeks (Only Milander & Wilde) Once per week for 10 weeks (Only Slade) |

5. Quality - "How well will we do it?" In this section Provider must describe how Quality of the program would be assessed. Some examples include: procedures/measures to ensure fidelity to the curriculum; satisfaction surveys; staff training.

| Quality Measure | Measurement and Reporting Tool (e.g., Satisfaction Survey) | Timing (e.g., After completion of XX activity) |
|---|---|---|
| Average number of children attending per day | Utilization report, Monthly certification reports | By 15 th of each month for the previous month |
| Participant Retention / engagement | Utilization report, Monthly certification reports | By 15 th of each month for the previous month |
| # / % of parents/caregivers and children/youth satisfied with OOS programs and summer camps | Satisfaction Survey | One-time for After-School and One-time for Summer Camp |
| Observation of service delivery/Fidelity checklist | KidzLit fidelity checklist provided by the Trust SPARK fidelity checklist provided by the Trust PeaceWorks fidelity checklist provided by the Trust | Curriculum Observation Checklists: Each will be administrated once prior to October 15, again prior to March 31 and during the Summer prior to June 30. |

6. Outcomes - Measuring "Is anyone better off?"

| Required Afterschool Outcomes | Data Source/ Measurement Tool | Timing | Associated Activity |
|--|----------------------------------|--------------------|---------------------|
| Mid-point performance: 85% of children will improve oral reading skills | 1 minute Oral Reading Fluency | Pre, Mid, and Post | Literacy Activities |

| | | | |
|--|--|--------------------------|----------------------------|
| End-of-year performance: 90% of children will improve oral reading skills | (ORF) | tests | |
| Mid-point performance: 75% of children will improve fitness performance End-of-year performance: 85% of children will improve fitness performance | PACER Multi-Stage Shuttle Run | Pre, Mid, and Post tests | Fitness Activities |
| Required Summer Outcomes | Data Source/ Measurement Tool | Timing | Associated Activity |
| 85% of children will improve or maintain oral reading skills | 1 minute Oral Reading Fluency (ORF) | Pre and Post tests | Literacy Activities |
| 85% of children will improve or maintain fitness performance | PACER Multi-Stage Shuttle Run | Pre and Post tests | Fitness Activities |

5. EVIDENCE BASED PROGRAMS (EBP)

All strategies funded by The Children's Trust should deliver high quality, evidence-based practices that are strength-based, family centered, accessible, respectful of diversity and mindful of community context and connections, or constitute best practices that have been approved by The Children's Trust because when performed with fidelity they should deliver analogously high quality services.

Listed are the evidence-based programs (if any) that will be used during activities/service delivery. For information on evidence-based programs, visit The Children's Trust website.

| Evidence Based Program | Designating Agency | Activity/Service Name (from Section 4 above) |
|--|---|---|
| OOS - After School KidzLit | Selected from Trust-approved list of programs in the NOFA | Literacy Activity |
| OOS - Sports, Play, and Active Recreation for Kids (SPARK) | Selected from Trust-approved list of programs in the NOFA | Fitness Activity |
| OOS - PeaceWorks | Selected from Trust-approved list of programs in the NOFA | Social Skills Activity |
| OOS - I Can Problem Solve | Selected from Trust-approved list of programs in the NOFA | Social Skills Activity |

6. RATIOS

| Period / Population | # Child Slots | # Staff |
|--|----------------------|----------------|
| School Year | 438 | 34 |
| School Year for Children with Disabilities | 51 | 6 |
| Summer | 265 | 43 |
| Summer for Children with Disabilities | 40 | 5 |

7. STAFF QUALIFICATIONS

Provider represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services (Attachment A) and to provide

and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Position Management module of SAMIS and Appendix 2.

| | After School | | | Summer | | Key Position for Site(s) | Justification | |
|---|-----------------|-----------------|--|-----------------|-----------------|--------------------------|--|--|
| | Ratio Yes or No | Ratio Yes or No | | Ratio Yes or No | Ratio Yes or No | | Qualifications Required Minimum Education & Experience | Description of responsibilities related to the program described in the Activity Tables |
| List Full-Time Employees | | | | | | | | |
| Special Programs Supervisor | 1 | NO | | 1 | NO | | Bachelor's degree and five years of administration and supervising experience. | Oversees all Adult Centers, Summer Camps and After-school Programs. |
| Special Programs Director | 1 | NO | | 1 | NO | | Bachelor's degree and five years of programming and/or supervising experience. | Year-round employee responsible for supervising & administrating all programming for After-school & Summer programs. |
| Center Director I | 1 | NO | | 1 | NO | | Credit hours in Recreation or related degree and/or experience in field | This year-round employee is responsible for coordinating and supervising on 1/3 of sites. |
| Center Director I | 1 | NO | | 1 | NO | | Credit hours in Recreation or related degree and/or experience in field | This year-round employee is responsible for coordinating and supervising on 1/3 of sites. |
| Center Director I | 1 | NO | | 1 | NO | | Credit hours in Recreation or related degree and/or experience in field | This year-round employee is responsible for coordinating and supervising on 1/3 of sites. |
| Center Director I-Specialty pay for Director's credential | 2 | NO | | 2 | NO | | Credit hours in Recreation or related degree and/or experience in field | This year-round employee is responsible for coordinating and supervising on 1/3 of sites. |
| Program Specialist III | 1 | NO | | 1 | NO | | Master or Bachelor's degree and | This year-round employee is responsible for all |

| | | | | | | | |
|---|---|----|--|---|----|---|--|
| | | | | | | financial accounting skills | Trust budgets, financial reports, and oversight of data entry. |
| Program Specialist III | 1 | NO | | 1 | NO | Master or Bachelor's degree and financial accounting skills | This year-round employee is responsible for all testing, evaluation, outcomes, administrative quality control issues, and reporting. This position has oversight of data entry in these areas. Works closely with evaluator. |
| Purchasing Assistant | 1 | NO | | 1 | NO | College degree with course work in business or at least two years experience. | Responsible for purchasing transactions, processing invoices, tabulating and analyzing bids, and record keeping. |
| Service Worker Maintenance (Parks & Recreation) | 9 | NO | | 4 | NO | Valid Florida Driver's License. | Responsible for a wide variety of manual labor, proficiency in the use of hand tools and mechanical equipment. |
| 1 Utilityman/Service Worker (Goodlet Adult Center) | 1 | NO | | 0 | NO | Valid Florida Driver's License. | Responsible for a wide variety of manual labor, proficiency in the use of hand tools and mechanical equipment. |
| 1 Utilityman/Service Worker (Hialeah Housing Authority) | 1 | NO | | 1 | NO | Valid Florida Driver's License. | Responsible for a wide variety of manual labor, proficiency in the use of hand tools and mechanical equipment. |
| List Part-Time / Seasonal Employees | | | | | | | |
| 5 Literacy Assistants-Pooled Position | 5 | NO | | 5 | NO | High school diploma or GED. One year of advanced clerical experience is preferred. Entry Level. | Assist in all data entry, paperwork, training, and parent/child registrations. |

| | | | | | | | | |
|---|----|-----|--|---|----|---|---|---|
| Master Teacher-Inclusion | 1 | NO | | 1 | NO | | B.A. /B.S. in Education. State of Florida Teacher Certification. Prefer a Behavior Analyst board Certification or significant ESE classroom experience. | Master Teacher-Inclusion will provide staff training; do site visits, observation and behavior modification plans, and parent/child intake interviews. |
| Master Teacher-Curriculum | 1 | NO | | 1 | NO | | B.A. /B.S. in Education. State of Florida Teacher Certification. | Responsible for creating, implementing, and supervising all curriculum; conducts trainings, provide lesson plans, supplies/materials, worksheets and manuals for staff. Assists with teacher evaluations. |
| 11 Camp Directors-After-school-Pooled Position | 11 | YES | | 0 | NO | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Responsible for site daily operations. Work directly with staff & children; oversee implementation of program and activities, develop schedules, plan weekly special events , supervise staff, & review daily paperwork, etc. |
| 2 Counselors-After-school-Pooled Position | 2 | YES | | 0 | NO | X | High school diploma or GED. Experience in recreation or out-of-school services preferred. | Second in-charge at each site and is responsible for supervising participants and activities. |
| 19 Tutors-After-school-Pooled Position | 19 | YES | | 0 | NO | X | High school diploma or GED. Experience in recreation or out-of-school services | Assist the teachers in improving academics and providing social skills-based activities in the after-school at each site. |
| 2 Recreation Leaders-After-school Pooled Position | 2 | YES | | 0 | NO | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Assist in all tutoring, recreational and cultural activities at each site. |

| | | | | | | | | |
|--|----|----|--|----|-----|---|--|--|
| 25 Teachers- After-school- Pooled Position | 25 | NO | | 0 | NO | X | Bachelor's degree in Education and state certification. | Responsible for the delivery of all academic activities at each site. |
| Aquatics Instructor-After- school | 1 | NO | | 0 | NO | | High School Diploma or GED and Certified Water Safety | Responsible for ensuring a safe and professional swimming class. Training the students and the Water Safety Instructor aides. Provide Red Cross CPR training. |
| Aquatics Instructor-After- school | 1 | NO | | 0 | NO | | High School Diploma or GED and Certified Water Safety | Responsible for ensuring a safe and professional swimming class. Training the students and the Water Safety Instructor aides. Provide Red Cross CPR training. |
| 5 Camp Directors- Summer Pooled Position | 0 | NO | | 5 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Responsible for daily site operations. Work directly with staff & children; oversee implementation of program and activities, develop schedules, plan weekly special events , supervise staff, & review daily paperwork, etc. |
| 6 Counselors- Summer Pooled Position | 0 | NO | | 6 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Second in-charge at each site and is responsible for supervising participants and activities. |
| 9 Counselors- Summer Pooled Position | 0 | NO | | 9 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Second in-charge at each site and is responsible for supervising participants and activities. |
| 11 Teachers- Summer Pooled Position | 0 | NO | | 11 | NO | X | Bachelor's degree in Education and state certification | Responsible for the delivery of all academic activities at each site. |
| 10 Recreation Leaders-Summer Pooled Position | 0 | NO | | 10 | YES | | High school diploma or GED. Experience in | Assist in all tutoring, recreational and cultural activities at |

| | | | | | | | | |
|---|---|----|--|----|-----|---|--|---|
| | | | | | | X | recreation or out-of-school services preferred | each site. |
| 13 Recreation Leaders-Summer Pooled Position | 0 | NO | | 13 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Assist in all tutoring, recreational and cultural activities at each site. |
| 5 Camp Directors-Summer (Aug) Pooled Position | 0 | NO | | 5 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Responsible for daily site operations. Work directly with staff & children; oversee implementation of program and activities, develop schedules, plan weekly special events , supervise staff, & review daily paperwork, etc. |
| 6 Counselors-Summer (Aug) Pooled Position | 0 | NO | | 6 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Second in-charge at each site and is responsible for supervising participants and activities. |
| 9 Counselors-Summer (Aug) Pooled Position | 0 | NO | | 9 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Second in-charge at each site and is responsible for supervising participants and activities. |
| 10 Recreation Leader-Summer (Aug) Pooled Position | 0 | NO | | 10 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Assist in all tutoring, recreational and cultural activities at each site. |
| 4 Teachers-Summer (Aug) Pooled Position | 0 | NO | | 4 | NO | X | Bachelor's degree in Education and state certification | Responsible for the delivery of all academic activities at each site. |
| 7 Teachers-Summer (Aug) Pooled Position | 0 | NO | | 7 | NO | X | Bachelor's degree in Education and state certification | Responsible for the delivery of all academic activities at each site. |
| 8 Recreation Leader-Summer (Aug) Pooled | 0 | NO | | 8 | YES | X | High school diploma or GED. Experience in | Assist in all tutoring, recreational and cultural activities at |

| | | | | | | | | |
|--|---|----|--|---|-----|---|--|---|
| Position | | | | | | | recreation or out-of-school services preferred | each site. |
| 5 Recreation Leader-Summer (Aug) Pooled Position | 0 | NO | | 5 | YES | X | High school diploma or GED. Experience in recreation or out-of-school services preferred | Assist in all tutoring, recreational and cultural activities at each site. |
| Additional Contractors: | | | | | | | | |
| Inclusion Aide (contracted) | 7 | NO | | 4 | NO | X | Certified behavior specialist or experienced aide to children with special needs. | Aides will assist children with special needs in mobility issues, assist children and teachers with learning/modifications, behavior modifications, and consultations with parents and staff. |
| Evaluation Consultant | 1 | NO | | 1 | NO | | PhD or Master's degree in Education or Social Sciences and significant experience with evaluation and statistical techniques | Evaluator will assist staff with effective implementation of evaluation project; Trust's reports, SACERS, outcomes, and training. Evaluator will assist staff with effective implementation of evaluation project; Trust's reports, SACERS, outcomes, and training. |
| Behavior Consultant (BCaBA) | 1 | NO | | 0 | NO | | B.A./B.S. with a Behavior Analyst board Certification. | Behavior Analyst will provide staff training, site visit, observation and behavior modification plan. |
| Arts for Learning (Visual Art theme) | 1 | NO | | 0 | NO | | Experience teaching the development of skills in children and youth participating in the program. | Provide Visual Art integrated programming, which focuses on developing creativity and art-based skills. |
| Zumbatonic (Zumba) | 1 | NO | | 0 | NO | | Experience teaching Zumba; knowledgeable in dance and related activities. | Instructor will teach the elements and strategies of Zumba through high-energy fitness classes and choreographed routines. |

| | | | | | | |
|---|---|----|---|----|---|--|
| Enhancements - Year 4 - Summer - The ADMIT Program - Hoffman and Walker | 0 | NO | 1 | NO | Over 8 years of experience in music industry training and prior experience by The Children's Trust. | Instructors will educate children in techniques/strategies of music production including writing lyrics, vocal recordings, song mixing, programming and playing music using professional computer programs, and using music to communicate positive messages. |
| Enhancements - Year 4 - Summer - Mind Lab South Florida- Milander, Slade, and Wilde | 0 | NO | 1 | NO | Over 16 years of experience and leader in the field of thinking and life-skills development. Program approved as out- of-school enhancement by The Children's Trust. | Instructors will teach math in innovative ways through strategy games focusing on critical thinking skills, metacognition, and transference to real- life situations. |
| Enhancements- Year 4- Summer Wacky Science (Science Workshops) | 0 | NO | 1 | NO | Experience teaching science, developing science curriculum and presenting science workshops. | Provide hands- on/interactive science programming lessons in exploration of basic science concepts. |
| List Other: Volunteers ** | | | | | | |
| Volunteers | 0 | NO | 2 | NO | Applicant must be enrolled as a full/part-time student and be 18 or over. | Assist in all tutoring, recreational and cultural activities at each site |

*** Provider is cautioned to review Attachment C to this contract for the terms of programmatic performance and data reporting requirements that must be followed in conjunction with the specific terms applicable to this contract in this Attachment A Scope of Services.**

APPENDIX 1:

Program Service Operating Site Table

Agency Name: City of Hialeah

Program Name: Creative Learning & Play Program

Appendix 1 - Program/Service Operating Site Table

Overall Program Summary - Do not fill Overall Program Summary section. Complete Site Location sections displayed in Blue ONLY. Formulas are in place to summarize all sites.

* This table lists projected dates and number of service days based on the available 2014-2015 school calendar. Dates may be revised based on changes to the MDPS calendar.

| This table lists projected dates and number of service days based on the available 2014-2015 school calendar. Dates may be revised based on changes to the MDCPS calendar. | | | | | | | | | | | Number of Siblings/Children to be Served | | | Population to be Served | |
|--|--------------------|------------------|---|------------------------|--------------------|---------------|--------------------|----------------------------|-------|-----------------------------|--|-----|---|-------------------------|--|
| Service Name | Service Start Date | Service End Date | Specific Dates (to be specified in Site Location Tables below) | Maximum Number of Days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Average # Proposed Sessions | Output Utilization Target | | | | |
| After School Days 2014-2015 | 08/18/14 | 05/05/15 | Number of Days as per State Statute | 180 | N/A | N/A | 387 | 51 | 438 | 180.00 | 78,840 | | | | |
| Saturdays | 8/1/2014 | 7/31/2015 | Includes every Saturday Specify dates below | 52 | N/A | N/A | 0 | 0 | 0 | | 0 | | | | |
| Legal Holiday (Full Day) | N/A | N/A | 2014 Sep 1, Nov 11 & 27, Dec 15 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 | H | N/A | N/A | 0 | 0 | 0 | | 0 | | | | |
| Teacher Planning Day (TPD) (Full Day) | N/A | N/A | 2015 Jan 16, Feb 17, March 20, April 3, June 5 | H | N/A | N/A | 0 | 0 | 0 | | 0 | | | | |
| Thanksgiving/Winter/Spring Breaks (Full Day) | N/A | N/A | Thanksgiving: Nov 28 (1 day) Winter: 8 days, excluding the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Spring: March 23 - 27 (5 days) | 14 | N/A | N/A | 0 | 0 | 0 | | 0 | | | | |
| Full Day Types Aggregated for Data Tracker Purposes | | | | | | | | | | | | | | 0 | |
| Summer Camp 2015 | 6/8/2015 | 8/14/2015 | Includes every day Mon-Fri, except July 4 Holiday | 39 | 10 | 49 | N/A | N/A | N/A | 195 | 29 | 224 | 0 | | |

* The contract period to which the tables below relate ends July 31, 2015. However, in order for The Children's Trust Data System (SAMIS) to calculate utilization rates for the entire Summer Camp 2015, please complete these tables through the intended completion of your entire summer 2015 program. If your program anticipates providing summer camp services beyond the July 31st contract end, please include that information in the column labeled August 2014. Please note, however, that the direct service expenses requested in the Summer 2015 contract budget can not exceed the number of days shown for the months of June & July. Expenses for Summer Camp days in August 2015, will be included in the 2015/2016 contract if the program is refunded.

Eligible participants in The Children's Trust funded Out-of-School programs are school-age children ages 5 and older who are attending elementary or middle school, with the exception of Children's Defense Fund Freedom School summer programs who may enroll youth attending high school. Further, only participants enrolled in daily after-school day services are eligible to participate in Trust-funded full day or Saturday services during the school year. The Children's Trust Out-of-School funding is not intended to be used to provide "drop-in" services.

Primary Food Source Key to be used below:

| | |
|--|---|
| Provided by Village Youth Services | Snacks obtained through Village Youth Services, funded by The Children's Trust |
| Agency Pay Store Purchase | The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food using Trust funding, other funding or donations, or agency cash and is not reimbursed by DOE/DOH/USDA |
| Agency Pay Caterer | The agency purchases prepared food from local caterer. Agency pays for food using Trust funding, other funding or donations, or agency cash and is not reimbursed by DOE/DOH/USDA |
| DOE/DOH/USDA Reimbursed Store Purchased | The agency purchases food from local stores (Publix, Costco, Sysco, etc.). Agency pays for food and is reimbursed by DOE/DOH/USDA |
| DOE/DOH/USDA Reimbursed Catered | The agency purchases prepared food from caterer. Agency pays for food and is reimbursed by DOE/DOH/USDA |
| Miami-Dade Community Action Agency or Village Youth Services | Snacks/lunches/other meals obtained through Miami-Dade Community Action Agency or Village Youth Services (primarily in summer), SSES, and USDOE. The Trust's After-School Meal Program. |
| Miami-Dade County Schools | Snacks/lunches obtained through Miami-Dade County Public Schools |
| Other DOE/DOH/USDA Food Sponsor-Identify Below | Snacks/lunches obtained through any other DOE/DOH/USDA food sponsor. Identify the sponsor in the space provided |
| Donated - Identify Source | Snacks/lunches donated to the program. Identify the donor in the space provided |
| Other - Identify Source | Snacks/lunches obtained through any other source. Identify the source in the space provided |

SITE LOCATION 1

Site Name: Babcock Park After-School
Site Address: 651 East 4 Avenue
Phone Number: 305-883-5972
Contact Person: Sharon Dziedzic
Phone Number: 305-818-9143
E-mail: sharon.dziedzic@mdcps.org
DCF Child Care License Status: Summer
Does this site keep a waiting list (Y/N)? Y
Source of After-School Snacks: Provided by Village Youth Services
Name of Snack Vendor/Sponsor/Donor/Other: None
After-School Food (Meals/Other): Provided by Village Youth Services
Source of Summer Camp Food (Meals/Other): None

If MDCPS school-based site, list School Name:
 City: Hialeah

Zip Code: 33010

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

Participating in TCT Meal Program during After-School? (Y/N) Y

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Season, etc. |
|-----------------------------------|--------------------|------------------|---|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|--|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00pm-6:30pm | 4.5 | 30 | 3 | 33 | 5,940 | \$30.00 | \$1.00 | Weekly |
| Legal Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3 | | | | | | 0 | 0 | | | |
| Teacher Planning | | | Thanksgiving: Nov 28 (3 day) Winter: 8 days, excluding the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | Service: March 23 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | Excludes the July 4th holiday | | | | | | 0 | 0 | | | |

SITE LOCATION 2

Site Name: Bright Park After-School
Site Address: 750 East 35 Street
Phone Number: 305-883-1216
Contact Person: Fax: 305-883-1216
Phone Number: 305-818-9143
E-mail: sharon.dziedzic@mdcps.org
DCF Child Care License Status: Summer
Does this site keep a waiting list (Y/N)? Y
Source of After-School Snacks: Provided by Village Youth Services
Name of Snack Vendor/Sponsor/Donor/Other: None
After-School Food (Meals/Other): None

If MDCPS school-based site, list School Name:
 City: Hialeah

Zip Code: 33013

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

Participating in TCT Meal Program during After-School? (Y/N) N

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Season, etc. |
|-----------------------------------|--------------------|------------------|---|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|--|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00pm-6:30pm | 4.5 | 30 | 0 | 30 | 5,400 | \$30.00 | \$1.00 | Weekly |
| Legal Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3 | | | | | | 0 | 0 | | | |
| Teacher Planning | | | Thanksgiving: Nov 28 (1 day) Winter: 8 days, excluding the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | Service: March 23 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | Excludes the July 4th holiday | | | | | | 0 | 0 | | | |

SITE LOCATION 3

Site Name: Veterans Park
 Site Address: 7900 West 32 Avenue
 Phone Number: 305-883-2945
 Contact Person: Sharon Dietzic
 Phone Number: 305-818-9143
 E-mail: sharon.dietzic@mdcps.org
 DCF Child Care License Status: Site License? ☐ Y
 Does this site keep a waiting list (Y/N)? ☐ Y
 Source of After-School Snacks: Provided by Village Youth Services
 Name of After-School Snacks: Summer
 Vendor/Sponsor/Donor/Other: None
 After-School Food (Meals/Other): None
 Source of Summer Camp Food (Meals/Other): None
 If MDCPS school-based site, list School Name: City: Hialeah
 Zip Code: 33018
 Does your organization currently operate a program at this site (Y/N)? ☐ Y
 Age Range: 5-14 Grade Range: K-8
 Exemption Letter? ☐ Y State if Pending or Not Applied:
 Do you anticipate you will have openings for the Summer 2015 Camp (Y/N)? ☐ N
 Source of Summer Camp Lunches & Snacks: None
 Name of Summer Camp Lunches & Snacks: None
 Vendor/Sponsor/Donor/Other: None
 Participating in TCT Meal Program during After-school? (Y/N) ☐ N

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Session, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|---|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00PM-6:30PM | 4.5 | 30 | 5 | 35 | 6,300 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3 June 5 | | | | | | 0 | 0 | | | |
| Legal Holiday | | | Thanksgiving: Nov 28 (1 day) Winter: 8 days, excluding the 2014-2015 New Year holidays Dec 29 - Jan 02 (4 days) Spring: March 21 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Teacher Training | | | | | | | | | | | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | | | | | |
| Summer Camp 2015 | | | Excludes the Jan 4th holiday | 0 | | | 0 | | 0 | | | | |

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

SITE LOCATION 4

Site Name: Colson Park After-School
 Site Address: 574 West 23 Street
 Phone Number: 305-863-6523
 Contact Person: Sharon Dietzic
 Phone Number: 305-818-9143
 E-mail: sharon.dietzic@mdcps.org
 DCF Child Care License Status: Site License? ☐ Y
 Does this site keep a waiting list (Y/N)? ☐ Y
 Source of After-School Snacks: Provided by Village Youth Services
 Name of After-School Snacks: Summer
 Vendor/Sponsor/Donor/Other: None
 After-School Food (Meals/Other): None
 Source of Summer Camp Food (Meals/Other): None
 If MDCPS school-based site, list School Name: City: Hialeah
 Zip Code: 33010
 Does your organization currently operate a program at this site (Y/N)? ☐ Y
 Age Range: 5-14 Grade Range: K-8
 Exemption Letter? ☐ Y State if Pending or Not Applied:
 Do you anticipate you will have openings for the Summer 2015 Camp (Y/N)? ☐ N
 Source of Summer Camp Lunches & Snacks: None
 Name of Summer Camp Lunches & Snacks: None
 Vendor/Sponsor/Donor/Other: None
 Participating in TCT Meal Program during After-school? (Y/N) ☐ Y

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Session, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|---|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00PM-6:30PM | 4.5 | 15 | 5 | 20 | 3,600 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3 June 5 | | | | | | 0 | 0 | | | |
| Legal Holiday | | | Thanksgiving: Nov 28 (1 day) Winter: 8 days, excluding the 2014-2015 New Year holidays Dec 29 - Jan 02 (4 days) Spring: March 21 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Teacher Training | | | | | | | | | | | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | | | | | |
| Summer Camp 2015 | | | Excludes the Jan 4th holiday | 0 | | | 0 | | 0 | | | | |

SITE LOCATION 5

Site Name: Goodlet Adult Center After-School
 Site Address: 900 West 44 Place
 Phone Number: 305-825-4947 Fax: 305-825-4947
 Contact Person: Sharon Dziedzic
 Phone Number: 305-818-9143
 E-mail: sharon.dziedzic@mdcps.org
 DCF Child Care License Status: Summer
 Does this site keep a waiting list (Y/N)? Y
 Does this site anticipate you will have openings for the Summer 2015 Camp (Y/N)? Y
 Source of After-School Snacks: Provided by Village Youth Services
 Name of Snack: Summer Camp Snacks & Snacks
 Vendor/Sponsor/Donor/Other: None
 After-School Food (Meals/Other): None
 Source of Summer Camp Food (Meals/Other): None

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Session, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|---|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00PM-6:30PM | 4.5 | 60 | 6 | 66 | 12,240 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Legal Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 1 | | | | | | 0 | 0 | | | |
| Teacher Planning | | | June 5 Thanksgiving: Nov 28 (1 day) Winter 8 days, excluding the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Sunday, March 22 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | Excludes the July 4th holiday | 0 | | | | | 0 | 0 | | | |

SITE LOCATION 6

Site Name: Hoffman Gardens Center After-School/Summer Camp
 Site Address: 7650 West 8 Avenue
 Phone Number: 305-827-5112 Fax: 305-827-5112
 Contact Person: Sharon Dziedzic
 Phone Number: 305-818-9143
 E-mail: sharon.dziedzic@mdcps.org
 DCF Child Care License Status: Summer
 Does this site keep a waiting list (Y/N)? Y
 Does this site anticipate you will have openings for the Summer 2015 Camp (Y/N)? Y
 Source of After-School Snacks: Provided by Village Youth Services
 Name of Snack: Summer Camp Lunches & Snacks
 Vendor/Sponsor/Donor/Other: None
 After-School Food (Meals/Other): None
 Source of Summer Camp Food (Meals/Other): None

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Session, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|---|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00PM-6:30PM | 4.5 | 60 | 5 | 65 | 11,700 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Legal Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 1 | | | | | | 0 | 0 | | | |
| Teacher Planning | | | June 5 Thanksgiving: Nov 28 (1 day) Winter 8 days, excluding the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Sunday, March 22 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | Excludes the July 4th holiday | 0 | | | | | 0 | 0 | | | |

SITE LOCATION 7

Site Name: O Quinn Park After-School
Site Address: 6051 West 74 Avenue
Phone Number: 305-231-2085
Contact Person: Sharon Dziedzic
Phone Number: 305-818-9143
E-mail: sdziedzic@hialeah.org
DCF Child Care License Status: Site License? ☐ Y
Does this site keep a waiting list (Y/N)? Y
Source of After-School Snacks: Provided by Village Youth Services
Name of Snack Vendor/Sponsor/Donor/Other: Source of Summer Camp Lunches & Snacks: Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other
After-School Food (Meals/Other): None Source of Summer Camp Food (Meals/Other): None

If MDCPS school-based site, list School Name: City: Hialeah
 Zip Code: 33012

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to the Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Season, etc. |
|-----------------------------------|--------------------|------------------|----------------|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|--|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00PM-6:30PM | 4.5 | 27 | 3 | 30 | 5,400 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Ugah Holidays | | | | | | | | | 0 | 0 | | | |
| Teacher Planning | | | | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | | | | | | | 0 | 0 | | | |
| Excludes the July 4th holiday | | | | | | | | | | | | | |
| | | | | 0 | | | | | 0 | 0 | | | |

SITE LOCATION 8

Site Name: Slide Park After-School/Summer Camp
Site Address: 2501 West 74 Street
Phone Number: 305-818-2994
Contact Person: Sharon Dziedzic
Phone Number: 305-818-9143
E-mail: sdziedzic@hialeah.org
DCF Child Care License Status: Site License? ☐ Y
Does this site keep a waiting list (Y/N)? Y
Source of After-School Snacks: Provided by Village Youth Services
Name of Snack Vendor/Sponsor/Donor/Other: Source of Summer Camp Lunches & Snacks: Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other
After-School Food (Meals/Other): Provided by Village Youth Services Source of Summer Camp Food (Meals/Other): None

If MDCPS school-based site, list School Name: City: Hialeah
 Zip Code: 33016

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to the Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Season, etc. |
|-----------------------------------|--------------------|------------------|----------------|-------------------------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|--|
| After-School Days | 08/18/14 | 06/05/15 | N/A | 180 | 2:00PM-6:30PM | 4.5 | 45 | 6 | 51 | 9,180 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Ugah Holidays | | | | | | | | | 0 | 0 | | | |
| Teacher Planning | | | | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | | | | | | | 0 | 0 | | | |
| | | | | 0 | 7:30AM-6:30PM | 11 | 60 | 11 | 71 | 0 | \$20.00 | \$25.00 | Weekly |
| | | | | Excludes the July 4th holiday | | | | | | | | | |

SITE LOCATION 9

Site Name: Southeast Park After-School
Site Address: 1015 SE 9 Avenue
Phone Number: 305-883-1640
Contact Person: Sharon Dziedzic
Phone Number: 305-818-9143
E-mail: sharon.dziedzic@mdcps.org
DCF Child Care License Status: Site license? ☐ Y
Does this site keep a waiting list (Y/N)? Y
Source of After-School Snacks: Provided by Village Youth Services
Name of Snack Vendor/Sponsor/Donor/Other: None
Source of Summer Camp Food (Meals/Other): None
Source of Summer Camp Lunches & Snacks: None
Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: None

If MDCPS school-based site, list school Name:
 City: Maitland

Zip Code: 32010

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child (Residents) | Specify Daily, Weekly, Monthly, Session, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------------------|---|
| After School Days | 08/18/14 | 05/03/15 | N/A | 180 | 2:00PM - 5:30PM | 4.5 | 15 | 5 | 20 | 3,000 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Leaps Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 21 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3, June 5 2015 Spring, Nov 28 (1 day) 2016 Spring, Nov 28 (1 day) Winter 8 days, including the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Spring, March 23 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Terrific Morning | | | | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | | | | | | | 0 | 0 | | | |

Excludes the July 4th holiday

SITE LOCATION 10

Site Name: Walker Park After-School/Summer Camp
Site Address: 800 West 29 Street
Phone Number: 305-883-6320
Contact Person: Sharon Dziedzic
Phone Number: 305-818-9143
E-mail: sharon.dziedzic@mdcps.org
DCF Child Care License Status: Site license? ☐ Y
Does this site keep a waiting list (Y/N)? Y
Source of After-School Snacks: Provided by Village Youth Services
Name of Snack Vendor/Sponsor/Donor/Other: None
Source of Summer Camp Food (Meals/Other): None
Source of Summer Camp Lunches & Snacks: Provided by Village Youth Services
Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: None

If MDCPS school-based site, list school Name:
 City: Maitland

Zip Code: 32012

The Children's Trust must approve a change of this site location prior to such change being executed by the provider.

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to The Children's Trust.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child (Residents) | Specify Daily, Weekly, Monthly, Session, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------------------|---|
| After School Days | 08/18/14 | 05/03/15 | N/A | 180 | 2:00PM - 5:30PM | 4.5 | 45 | 5 | 50 | 9,000 | \$30.00 | \$10.00 | Weekly |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Legal Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 21 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3, June 5 2015 Spring, Nov 28 (1 day) 2016 Spring, Nov 28 (1 day) Winter 8 days, including the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) Spring, March 23 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Teacher Planning | | | | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | | | | | | | 0 | 0 | | | |

Excludes the July 4th holiday

SITE LOCATION 11

Site Name: Wilder Park After-School/Summer Camp
Site Address: 1701 West 53 Terrace
Phone Number: 305-818-2988
Contact Person: Sharon Driedge
Phone Number: 305-818-9143
E-mail: ~~sharon.driedge@mdcps.org~~
DCF Child Care License Status: Summer
Does this site keep a waiting list (Y/N)? Y
Source of After-School Snacks: Provided by Village Youth Services
Name of Snack Vendor/Sponsor/Donor/Other: None
After-School Food (Meals/Other): Provided by Village Youth Services
Source of Summer Camp Food (Meals/Other): None
Participating in TCT Meal Program during After-school? (Y/N) Y

City: Hialeah
Zip Code: 33012
Does your organization currently operate a program at this site (Y/N)? Y
Age Range: 5-14
Grade Range: K-8
Exemption Letter? Y
State if Pending or Not Applied:

Do you anticipate you will have openings for the Summer 2015 Camp (Y/N)? Y
Source of Summer Camp Lunches & Snacks: Provided by Village Youth Services
Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other:

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to the Children's Trust.
Registration Fee: \$10.00
Fee per Child: \$10.00
Specify Daily, Weekly, Monthly, Season, etc. Weekly

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Season, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|--|
| After School Days | 08/14/14 | 06/05/15 | N/A | 180 | 2:00PM-6:30PM | 4.5 | 30 | 6 | 36 | 6,480 | \$10.00 | \$10.00 | Weekly |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Legal Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3 | | | | | | 0 | 0 | | | |
| Teacher Planning | | | Thanksgiving, Nov 28 (1 day) Winter 8 days, excluding the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | Spring, March 23 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | Excludes the July 4th holiday | 0 | 7:00AM-6:30PM | 11 | 45 | 8 | 53 | 0 | \$20.00 | \$10.00 | Weekly |

SITE LOCATION 12

Site Name:
Site Address:
Phone Number:
Contact Person:
Phone Number:
E-mail:
DCF Child Care License Status:
Does this site keep a waiting list (Y/N)?
Source of After-School Snacks:
Name of Snack Vendor/Sponsor/Donor/Other:
After-School Food (Meals/Other):
Source of Summer Camp Food (Meals/Other):

City:
Zip Code:
Does your organization currently operate a program at this site (Y/N)?
Age Range:
Grade Range:
Exemption Letter?
State if Pending or Not Applied:
Do you anticipate you will have openings for the Summer 2015 Camp (Y/N)?
Source of Summer Camp Lunches & Snacks:
Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other:
Participating in TCT Meal Program during After-school? (Y/N)

If fees are charged, a sliding fee scale is required and a copy of the scale must be submitted to the Children's Trust.
Registration Fee:
Fee per Child:
Specify Daily, Weekly, Monthly, Season, etc.

| Service Name | Service Start Date | Service End Date | Specific Dates | Number of days | Hours of Operation | Hours per day | General Population | Children with Disabilities | Total | Total Units | Registration Fee | Fee per Child | Specify Daily, Weekly, Monthly, Season, etc. |
|-----------------------------------|--------------------|------------------|--|----------------|--------------------|---------------|--------------------|----------------------------|-------|-------------|------------------|---------------|--|
| After School Days | 08/14/14 | 06/05/15 | N/A | 180 | | | | | 0 | 0 | | | |
| Saturdays | | | | | | | | | 0 | 0 | | | |
| Legal Holiday | | | 2014 Sep 1, Nov 11 & 27, Dec 25 2015 Jan 1, Jan 19, Feb 16, May 25 2014 Sep 25, Oct 24, Nov 04 2015 Jan 16, Feb 17, March 20, April 3 | | | | | | 0 | 0 | | | |
| Teacher Planning | | | Thanksgiving, Nov 28 (1 day) Winter 8 days, excluding the Christmas & New Year holidays Dec 22 - Dec 26 (4 days) Dec 29 - Jan 02 (4 days) | | | | | | 0 | 0 | | | |
| Thanksgiving/Winter/Spring Breaks | | | Spring, March 23 - 27 (5 days) | | | | | | 0 | 0 | | | |
| Summer Camp 2015 | | | Excludes the July 4th holiday | 0 | | | | | 0 | 0 | | | |

ATTACHMENT B:

Other Fiscal Requirements, Budget and Method of Payment

ATTACHMENT B
OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT

Advance payment requests

The Children's Trust offers advance payments up to 15% of the total contract amount. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with subsection 216.181 (16) (b), F.S. The advance request is to include the amount requested and the justification. Advance payment requests must be submitted using the designated form and must be approved in writing by The Children's Trust Contract Manager and Chief Financial Officer or their designee(s).

Advanced funds, if not used, shall be invested by Provider in an insured interest bearing account, in accordance with subsection 216.181 (16) (b), F.S. Interest earned on advanced funds shall be returned to The Children's Trust on a quarterly basis or applied against the amount of the contract owed by The Children's Trust.

Advance repayment

Advance repayment is due within 60 calendar days of receipt of an advance. Provider shall report the amount of the advance repayment in SAMIS using the "advances/adjustments" button on the SAMIS reimbursement screen. If a Provider does not use SAMIS, then they are required to deduct their advance repayment from each invoice, consecutively, until the advance is repaid in full.

Budget revisions

Budget revision(s) require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Contract Manager using the appropriate form and/or entered into SAMIS. All budget revisions are subject to final approval by The Children's Trust. Provider must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions cannot be used to modify the total contracted amount nor can they be used to modify the Scope of Services. No more than two (2) budget revisions may be approved during the contract term. Budget revision requests must be submitted sixty (60) days prior to the expiration of Contract. Budget revisions will be incorporated into the Contract.

Indirect Administrative Costs

In no event shall The Children's Trust fund indirect administrative costs in excess of ten (10%) percent of the total contract amount.

Cost Reimbursement Method of Payment

The parties agree that this is a cost reimbursement method of payment contract; Provider shall be paid in accordance with the approved budget and/or approved budget revision as set forth in this Attachment. Provider also agrees to timely pay its subcontractors, vendors, and employees for the fulfillment of services provided in this Contract.

Invoice Requirements

Provider shall submit an original request for payment, utilizing the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). The Children's Trust will notify the Provider if the request for payment is to be submitted electronically using SAMIS or by using a reporting "invoice" form/ spreadsheet. The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or

weekends). The Children's Trust agrees to reimburse Provider on a monthly billing basis. Every request by Provider for payment for services provided, work performed, or costs incurred pursuant to this Contract, except for any advanced payments by The Trust, shall be accompanied by a Request for Payment in the format that is prescribed by The Children's Trust. If there are subcontractors to this Contract, then the Form D-Attestation of Payment- must be either uploaded to the SAMIS Document Repository or included in the Request for Payment no later than 30 days after payment to subcontractor(s). These forms may be downloaded from The Children's Trust's website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider to perform services pertaining to The Children's Trust funded programs identified in this Contract.

The Children's Trust reserves the right to request any supporting documentation. A final request for payment (last monthly invoice of the contract term) from Provider will be accepted by The Children's Trust up to forty-five (45) days after the expiration of this Contract. If Provider fails to comply, all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds not in accordance with this Contract, and to which it is not entitled, Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment within thirty (30) days of notification by The Children's Trust. After thirty (30) days, The Children's Trust may recapture amounts due to The Children's Trust, from this or any other The Children's Trust contract by reducing amounts requested to be reimbursed less the amount owed to The Children's Trust. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract and The Children's Trust's decision on this matter shall be binding.

In the event that Provider, its independent auditor or The Children's Trust discovers that an overpayment has been made, Provider shall repay said overpayment within thirty (30) calendar days without prior notification from The Children's Trust.

If Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for under-serving participants in accordance with the Contract.

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Contract and must be submitted on the forms as prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment and/or other required documentation.

The Children's Trust may retain any payments due until all required reports, deliverables or monies owed to The Children's Trust are submitted and accepted by The Children's Trust.

Supporting Documentation Requirements

Provider shall maintain original records documenting actual expenditures and services provided according to the approved budget and scope of services as required. Supporting documentation shall be made available and provided to The Children's Trust upon request.

Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that it uses to allocate its costs. Provider shall use a cost allocation methodology which assures that The Children's Trust is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Contract. Such methodology shall be made available to The Children's Trust upon request.

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Budget Summary Report
City of Hialeah - OOS XX10-2760 Hialeah Creative Learning and Play (CLA&P)
Fiscal Year 14-15 (8/1/14 - 7/31/15)
Contract #: 1510-2760

CSC Program Allocation: \$1,012,637

Budget Status: Edit

Salary Accounts

| Account # | Title | Original Program Budget | Original CSC Budget | Amended CSC Budget |
|-----------------------|----------------------------|-------------------------------|---------------------------|--------------------------|
| 511 | Regular Salaries and Wages | 923,592 | 750,431 | 750,431 |
| 521 | FICA/MICA | 70,871 | 57,622 | 57,622 |
| 522 | Retirement Contributions | 73,830 | 0 | 0 |
| 523 | Life and Health Insurance | 96,063 | 0 | 0 |
| 524 | Workers Compensation | 0 | 0 | 0 |
| 525 | Unemployment Compensation | 0 | 0 | 0 |
| Salary Totals: | | 1,164,356 | 808,053 | 808,053 |

Expense Accounts

| Account # | Title | Original Program Budget | Original CSC Budget | Amended CSC Budget |
|------------------------|--|-------------------------------|---------------------------|--------------------------|
| 531 | Travel (other than participants) | 0 | 0 | 0 |
| 532 | Travel (participants) | 1,080 | 1,080 | 1,080 |
| 533 | Meals (participants) | 38,367 | 0 | 0 |
| 534 | Space | 72,201 | 0 | 0 |
| 535 | Utilities | 25,325 | 0 | 0 |
| 536 | Supplies (office) | 6,083 | 6,083 | 6,083 |
| 537 | Supplies (program) | 9,139 | 9,139 | 9,139 |
| 540 | Non-Capital Equipment | 0 | 0 | 0 |
| 550 | Capital Equipment | 0 | 0 | 0 |
| 591 | Indirect Cost | 42,026 | 42,026 | 42,026 |
| 611 | Subcontractor | 0 | 0 | 0 |
| 711 | Professional Services (instructors) | 0 | 0 | 0 |
| 721 | Professional Services (certified teachers) | 0 | 0 | 0 |
| 731 | Professional Services (tutors) | 0 | 0 | 0 |
| 741 | Professional Services (consultants) | 11,800 | 11,800 | 11,800 |
| 791 | Professional Services (other) | 128,386 | 128,386 | 128,386 |
| 811 | Other (advertising) | 0 | 0 | 0 |
| 821 | Other (background screening) | 0 | 0 | 0 |
| 831 | Other (admission to field trips) | 1,830 | 1,830 | 1,830 |
| 891 | Other (other) | 4,240 | 4,240 | 4,240 |
| 529 | Fringe Benefits (other) | 0 | 0 | 0 |
| 841 | Program Specific Audit | 10,000 | 0 | 0 |
| Expense Totals: | | 350,477 | 204,584 | 204,584 |

| | | | |
|----------------------------|-----------|-----------|-----------|
| Salary and Expense Totals: | 1,514,833 | 1,012,637 | 1,012,637 |
|----------------------------|-----------|-----------|-----------|

Program Funders
Summary Funders

| Funder Type | Funder | Total | Comment |
|-------------|--------|-------|---------|
|-------------|--------|-------|---------|

Summary Funder Totals:

ATTACHMENT C:

Programmatic Data and Reporting Requirements

Attachment C
OUT-OF-SCHOOL
Programmatic Performance and Data Reporting Requirements

Provider shall submit to The Children's Trust individual participant demographics, attendance, and performance measures as noted in the Scope of Service (Attachment A). Reporting includes electronic submission of quantity and outcomes data into The Children's Trust web-based reporting system and submission of narrative reports. Provider's use of web-based reporting requires mandatory training (provided by The Children's Trust) and a user login name.

Failure to meet the minimum standards for performance will constitute a breach of contract. The Children's Trust reserves the right in its sole discretion to determine remedies for such breach, including, without limitation, terminating a contract, reducing funding commensurate with below-minimum performance, or imposing other remedies on providers performing below any minimum standard, including the "Quality Standards" for The Children's Trust out-of-school programs found on The Children's Trust website, or requiring "performance improvement plans."

ACTIVITIES

- **Attendance-based activities** are ongoing service activities in which participants are intended generally to receive three or more contacts, and include the core program activities. Provider will report: Demographics of individual participants within seven (7) days of program enrollment and specific dates of contact. Demographics shall be updated regularly when new information is collected (e.g., new address, grade level).
- An approved Schedule of Activities is to be posted in a visible location at each service site. The schedule shall reflect the activities, frequency, and intensity as outlined in Attachment A. Provider may modify the schedule(s), however, any changes that alter the type, frequency, intensity, and/or duration of the activities will require a contract amendment. Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned program activities described in Attachment A.
- Provider will ensure that all children have a nutritious lunch and snack, at a minimum, during summer and full-day program days and a snack during after-school and partial day program days. Provider may also participate in the Afterschool Meal (supper) program sponsored by the Trust. Weekly menus are to be posted in a visible location at each service site.
- Provider will retain documentation (including basic materials and attendance records) from Family Involvement activities identified in Attachment A.

PARTICIPANTS

Eligibility - Children eligible for The Children's Trust funded out-of-school (OOS) programs will be Miami-Dade County school-age children attending elementary and middle school.

Demographic information required for primary CHILD/YOUTH participants enrolled:

- Participant's Name (last, first, middle initial)
- Parent's name (last, first, middle initial)
- Street Address, City, and Zip Code
- Parent/Guardian's Primary Phone # and Email
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)
- Ethnicity (Hispanic, Haitian, Other)
- English proficiency (yes/no)
- Other language(s) spoken (English, Spanish, Haitian Creole, None, Other)
- Last 4 Digits ONLY of Child's Social Security #
- Child's Miami-Dade County Public Schools ID Number

- Child's Current Grade Level
- Child's Current School
- Does child have a Health Insurance? (yes/no)
- Does child have a documented disability? (yes/no)
- If disabled, what type? (Autism Spectrum Disorders, Chronic Medical Condition, Developmental Delay, Emotional and/or Behavioral Disorder, Hearing Impairment (or deaf), Intellectual Disability (or mental retardation), Learning Disability, Physical Disability, Speech/Language Impairment, Visual Impairment (or blind), Other)
- Documentation of disability (Individualized Family Service Plan, Individualized Education Plan, Section 504 Plan, diagnosis from a medical doctor, state certified or licensed professional; and/or disclosure by a parent/guardian); *if child is noted as having a documented disability, a hard copy of the selected documentation must be kept within the participant's file for monitoring purposes.*
- Other Child Needs (accommodations, academic, behavioral)
- Is participant:
 - A child of a migrant farm worker (i.e., parent/caregiver crossed county or state lines in search of temporary or seasonal farm work within the past 36 months)
 - Involved with the *Dependency System* (e.g., DCF, Our Kids, full case management agencies, dependency and family courts)
 - Involved with the *Delinquency System* (e.g., DJJ, Juvenile Services Department, diversion/Civil Citation programs)
 - A child of a military family (i.e., member of the child's family who he/she lives with or knows and who is either: 1) an active duty member of the uniformed services; 2) a member of the national guard or reserves; 3) a member or veteran who was severely injured and medically discharged or retired; or 4) a member killed in the line of duty)

Children with Disabilities - The Children's Trust expects all programs to serve children with disabilities, regardless of disability type or level, provided they can be safely and reasonably accommodated in accordance with the Americans with Disabilities Act (ADA).

Providers who may need assistance in determining whether they can safely and reasonably accommodate children with disabilities must contact their assigned Inclusion Specialist from the All Children Together (ACT) Resource Network. All children must be admitted into programs unless the assigned Inclusion Specialist determines that reasonable accommodations cannot be made.

Other information to be obtained for all CHLD participants and included in the participant files:

- Medical History and Authorization (including special needs and conditions)
- Emergency Contact Information
- Transportation, Walk Home, and Pick-up Authorizations
- Confidentiality of Client Information
- Voluntary Consent for Video and Photography (if applicable)
- Signed release of information to The Children's Trust and authorization to participate

PERFORMANCE MEASURES

All contractual performance measures are specified within Attachment A (Scope of Services), along with the specific targets to be achieved (i.e., target numbers and percentages). Below are key definitions related to how performance for this contract will be analyzed.

How much are you doing?

- **Recruitment/Enrollment** - Refers to the actual number of children (with at least one day of attendance) participating in a program during a specific time frame. Attendance cannot be entered for a given participant until her/his demographic information has been completed. During the school year, only children attending After School days may participate in programming for School Year Full Days and/or Saturdays.

- **Days of Service** - Refers to the number of days contracted to be delivered by providers during the school year and/or summer.
- **Average Attendance Per Day** - Reflects the average number of contracted slots/seats that are filled daily. The Children's Trust recognizes that not all children will attend their out-of-school program every day. However, material compliance with this contract requires that a minimum of 85% of contracted slots for participating children will be occupied on a daily basis.
- **Output Utilization** - Refers to the number of units served, which is equivalent to the total number of days attended across all children. "Actual" utilization is calculated by summing the total number of days attended by all children. "Proposed" utilization is based on the total number of contracted slots multiplied by the total number of contracted sessions. The actual utilization during the selected time frame is then divided by the proposed utilization. During any given time frame, The Trust requires that providers serve a minimum of 85% of the units of service contracted (children x days) to be served.

How well are you doing?

- **Engagement** - Refers to the percentage of after school days each child has attended based on the child's first day of attendance through an end date. Only children enrolled in the program for at least 14 calendar days will be included in the school year engagement calculation.
- **Testing Compliance** ensures that all assessments are given at the appropriate time intervals. The Trust requires that tests are administered during specific windows of time, and assessments for all contracted outcomes must be given based on these time frames. All children with at least one day of attendance during a test administration timeframe must receive an assessment. Additionally, children leaving the program before its completion should be post-tested, if prior notice is given.
- School Year Pre-test: Test children within 30 calendar days of each child's first day of attendance.
- School Year Mid-test: Administer tests between December 1st and January 15th.
- School Year Post-test: Administer tests between May 1st and June 7th.
- Summer Pre-test: Test within 14 calendar days of each child's first day of attendance. Providers may also opt to use school year post-test results as summer pre-tests for returning children. This is permissible only if the school year post-test was administered within two weeks of the child's start date in summer camp.
- Summer Post-test: Test during the final 14 calendar days of summer camp
- **Matched Sets Compliance** - Tracks number of children receiving at least two tests within a review period. Two testing points are necessary in order to evaluate whether a child has made progress. Only children with long-term program enrollment will be included in a review of matched sets data. This is defined as any child with 90+ calendar days of program enrollment. At the midyear, 90% of children are required to have matched sets, and at the end of the school year, 95% of children are required to have matched sets. By the end of summer camp, 90% of children are required to have matched sets.
- Satisfaction surveys must be administered to all children, youth, and their parents once during the school year in March and once during the summer. Providers must administer the satisfaction surveys from The Children's Trust (which can be found at The Children's Trust website). Providers are required to submit a summary of their school year survey results through an online survey by April 15, 2015. Results of summer camp surveys must be reported online by September 17, 2014.

Is anyone better off?

The purpose of evaluation is to promote improvements in outcome achievement and to facilitate changes in program practices that result in improved outcome achievement. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as a result.

- **Outcomes Achievement** - All children attending OOS programs will be tested using the Oral Reading Fluency (ORF) assessment and the Progressive Aerobic Cardiovascular Endurance Run (PACER). Results for ORF and PACER, as well as additional assessments, must be reported in The Trust's web-based data reporting system. Providers should meet the performance measures and targets required by the specific contract terms found in Attachment A (Scope of Services).
 - The original format of ORF and PACER may not be appropriate for all children. In these cases, providers must review approved adaptation options for the ORF and/or PACER assessments. Alternate assessments are conducted for children who are not able to respond to the original or adapted ORF and/or PACER assessment methods. Alternate assessments to ORF and PACER are reserved for children with disabilities. The Children's Trust website contains additional information regarding ORF/PACER adaptations, as well as the process for selecting alternate assessments.

QUARTERLY PROGRAM NARRATIVE REPORT

The Program Narrative Report captures a brief report of the program's successes, challenges, and support needed on a quarterly basis (four reports total over the contract period). A standard Word document format will be provided and is available for download on The Children's Trust website.

TRAINING AND QUALITY IMPROVEMENT

The Children's Trust offers a variety of trainings on important topics to improve service delivery and contract compliance, enhance administrative capacity, and support program and employee development. Provider is required to ensure attendance by appropriate agency and/or program staff at the following trainings annually: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance, training on The Trust's web-based data reporting system, School-Age Care Environmental Rating Scale, New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the contract year. In addition, full participation is required with Project RISE (Research, Inspiration, Support, and Evaluation), the All Children Together (ACT) Resource Network, and other Trust initiatives that may be appropriate.

- Project RISE (<http://cps.nova.edu/projectrise/>)
The Children's Trust requires that Trust-funded out-of-school providers fully participate with Project RISE, a quality improvement initiative offered to support and improve the services available to Miami-Dade children and youth. Providers (including all staff involved in test administration) are required to become recertified in ORF and PACER administration annually.
- All Children Together Resource Network (http://ccdhs.org/act/about_act/)
The Children's Trust requires that providers attend trainings to become educated about the inclusion of and services for children with disabilities annually. Inclusion of children with disabilities requires that programs be appropriately adapted to meet the needs of all participating children. The All Children Together (ACT) Resource Network is a resource available to providers for technical assistance, mentoring, training and consultation regarding provision of services to children with disabilities.
- Injury Prevention Education and Resources
The Children's Trust requires all funded providers to fully participate in childhood injury prevention capacity-building efforts facilitated by The Public Health Trust's Injury Free Coalition for Kids of Miami®, including annual participation in at least one training session relevant to the population being served, and distribution of parent education materials on home, water, car and bicycle safety.
- The Village Youth Services
The Children's Trust requires that Trust-funded out-of-school providers fully participate with The Village Youth Services, Inc., the OOS Food and Nutrition Provider that will be responsible to provide nutritious food (snacks and meals), beverages and food administration support services (monitoring, nutrition education training, etc.). Appropriate provider staff will be required to attend nutrition education and food safety training annually.

REPORTING SUBMISSION AND DATA ENTRY

| | Due Date | What to Report |
|------------------------------|---------------------------------|---|
| | 15 th Day Each Month | - Enter prior month's attendance data <u>and</u> any new testing data into The Trust's web-based reporting system |
| School Year 2014-2015 | October 15, 2014 | - Send Program Narrative Report to Contract Manager |
| | January 31, 2015 | - Send Program Narrative Report to Contract Manager - Enter mid-test data into online data reporting system |
| | April 15, 2015 | - Send Program Narrative Report to Contract Manager - Send aggregated satisfaction survey responses to Contract Manager |
| | June 17, 2015 | - Send Program Narrative Report to Contract Manager - Enter post-test data into online data reporting system |
| | | |
| Summer Camp 2013 | 15 th Day Each Month | - Enter prior month's attendance data <u>and</u> any new testing data into The Trust's web-based reporting system |
| | September 16, 2015 | - Send Summer Program Narrative Report to Contract Manager - Send aggregated satisfaction survey responses to Contract Manager - Enter post-test data into online data reporting system |

***If the identified due date falls on a weekend/holiday, then reports are due the following business day.**

PROFILE WITH SWITCHBOARD OF MIAMI

Provider shall create and/or update agency and program profiles, and site(s) information in the Community Resource Directory maintained by Switchboard of Miami. Provider shall maintain accurate information for the duration of this Contract term to facilitate referrals. Evidence that the profile(s) has been created or updated must be provided to the Contract Manager within 30 days of execution of this Contract.

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Attachment D

Program Specific Audit Requirements

The Program Specific Audit is to encompass an audit of The Children's Trust contract(s) in accordance with section O.3. Program Specific Audit. The comprehensive nature of auditing performed in accordance with the standards set forth below places on the audit organization the responsibility for ensuring that (1) the audit is conducted by personnel who have the necessary skills, (2) independence is maintained, (3) applicable standards are followed in planning and conducting audits and reporting the results, (4) the organization has an appropriate internal quality control system in place, and (5) the organization undergoes an external quality control review. Individuals assigned to these audits are to complete at least 24 of the 80 hours of continuing education required for licensure, and every two years, in subjects directly related to the government environment and to government auditing as required by Governmental Auditing Standards.

The Program Specific Audit requires the following (a sample may be found on The Children's Trust website):

Submission of:

- a. Independent Auditor's Report on the Schedule of Expenditures of The Children's Trust Contract(s)
- b. Schedule of Expenditures of The Children's Trust Contract(s)
- c. Notes to Schedule(s)
- d. Independent Auditor's Report on Compliance with Requirements That Could Have a Direct Material Effect on The Children's Trust Contracts and on Internal Control Over Compliance in Accordance With the Program Specific Audit Requirements of The Children's Trust Contract(s)
- e. Schedule of Findings and Questioned Costs
- f. Supplemental Information, which includes a Schedule of Budget to Actual Expenditures of The Children's Trust Contract(s)

The auditor must include the following tests in their audit program:

- a. testing of the budget versus actual expenditures. The approved budget is to include the original approved contracted budget as well as any approved budget revisions and budget amendments.
- b. double billing i.e. billing under The Children's Trust contract the same expenditure that is billed under another contract and/or revenue source
- c. testing for unallowable expenditures e.g. costs not included in the approved budget or budget revision and unallowable costs identified in the budget guidelines included on The Children's Trust website
- d. testing for questioned costs
- e. testing that the Provider billed and was reimbursed by The Children's Trust in accordance with the method of payment identified in the contract and within the contract period
- f. testing for the supplanting of funds
- g. testing of match requirements, if required
- h. testing of the cost allocation plan to verify that The Children's Trust is paying only its fair share of costs for services, overhead and staffing
- i. testing that advanced funds, if not used, shall be invested by Provider in an insured interest bearing account and that any interest earned on advanced funds is returned to The Children's Trust.
- j. testing the controls over compliance beyond the Statement on Auditing Standards No. 117, which means that an auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so, the assessed control risk must be set at low.

The independent auditor's report shall state that the audit was conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United

States, and the Program Specific Audit requirements listed in The Children's Trust contract(s). The report shall include the following:

- An opinion (or disclaimer of opinion) as to whether the Schedule of Expenditures of The Children's Trust Contract(s) of Provider, is presented fairly in all material respects in conformity with accounting principles generally accepted in the United States of America. An opinion (or disclaimer of opinion) as to whether Provider maintained compliance with requirements that could have a direct material effect on The Children's Trust Contract(s) and on internal control over compliance in accordance with the program specific audit requirements of The Children's Trust Contract(s) which shall describe the scope of testing of internal control and the results of the tests; and
- A schedule of findings and questioned costs for The Children's Trust contract(s) that includes a summary of the auditor's results relative to The Children's Trust contract(s) and findings and questioned costs.
- Required supplemental schedule(s) of budget to actual expenditures of The Children's Trust Contract(s)

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ATTACHMENT E
Affidavit for Level 2 Background Screenings

Affidavit Affirming Compliance with Background Screening for Provider Personnel, Volunteers, and Subcontracted Personnel, as applicable.

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared (CEO/Executive Director) _____
Authorized Provider

Representative of (Provider Name) _____, who being by me first duly sworn, deposes and says:

Name of Contracted Provider _____

(Signature of CEO/Executive Director/HR Director) _____ Date

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, for all personnel having direct contact with children.

Sworn to and subscribed before me at Miami-Dade County, Florida this __ day of __, 2014/2015 by _____

____ Who is personally known to me

____ Who produced identification: _____

Type of identification _____

Signature of Notary Public
State of Florida at Large

Print, type or stamp name of notary public

My Commission Expires: